

This Agreement dated for reference this _____ of _____, 201x

BETWEEN

_____ **Lutsel K'e Dene First Nation** _____,
("the First Nation")

-and –

_____,
("Researcher"),

WHEREAS the First Nation is desirous of fostering and promoting research with respect to its traditional territory, particularly Thaidene Nene;

AND WHEREAS Researcher is interested in conducting research about the traditional territory of the First Nation, specifically in reference to the development of a heritage interpretation program for key areas within Thaidene Nene;

AND WHEREAS Researcher and the First Nation understand the general nature of the Research Project,

THEREFORE THE PARTIES AGREE AS FOLLOWS:

Part I - Definitions

1. The "Research Project" ("the Project") is that Project set out in Schedule "A" to this Agreement;
2. The term "Researcher", where the circumstances require, is deemed to include any person who works for or reports to Researcher with respect to this Project, whether for monetary gain or otherwise, and for further clarity, includes anyone appointed by the First Nation to assist Researcher with this Project;
3. "Disseminate" means to send, transmit, or otherwise share or exchange intellectual property, as defined herein, with a person or persons who are not members of the First Nation;
4. "Effective Date" means the date on which this Agreement is executed by both the First Nation and Researcher;
5. "Intellectual Property" means the information gathered by Researcher as a result of undertaking this Project and whether stored in handwritten form, text, sketches, paintings, video, photographic, or electronic format, or any similar medium;

6. “Storage” means that state whereby information has been converted from an oral or visual state to a medium or media whereby it can be disseminated, and includes, but is not limited to such media as text, sketches, paintings, video, photographic, or electronic format, or any similar medium.

Part II - General Terms and Conditions

Project Period

7. This Agreement shall be deemed to come into force on the Effective Date, and shall terminate on the x day of xxx, 201x, unless extended or otherwise terminated as provided herein (“the Project Period”).

Cooperation

8. The First Nation and Researcher agree that, to the greatest degree possible, they shall endeavour to cooperate in the execution of matters arising and ancillary to this Agreement.

Relationship between the First Nation and Researcher

9. Nothing contained in this Agreement shall create an agency or employment relationship between the First Nation and Researcher, and Researcher shall in all respects be without authority or power to bind the First Nation or otherwise render the First Nation liable to third parties-at-law.

10. The First Nation may, in its sole discretion, choose to provide funding or other support to Researcher in conducting the Project; and nothing in the offer of the First Nation and/or the acceptance of the funding or other support by Researcher abrogates the terms as set out in this Agreement, and for further clarity, does not affect the relationship of the First Nation and Researcher as set out in this Agreement.

Indemnification by Researcher

11. Researcher shall indemnify and save harmless the First Nation, its officers, employees, servants and agents from and against all claims, demands, losses, costs, damages, actions, causes of action, suits and other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributed to any act, omission or wrongful neglect of Researcher, in breach of, or in performance of this Agreement or otherwise.

Obligations on Termination

12. The obligations of Researcher with respect to dissemination in Part III of this Agreement survive termination of this Agreement.

Extension of Agreement

13. This Agreement may be extended with the written consent of the parties.

Amendment of Agreement

14. This Agreement may be amended with the written consent of the parties.

Progress Reports

15. Researcher will provide a report to the _____ at the end of the Project Period, as per the description of the Research Project contained in Schedule “A”.

16. Researcher may provide additional reports to the Thaidene Nene Program Manager when Researcher deems it necessary.

Part III - Intellectual Property

Intellectual Property: Collection

17. Prior to commencing the Project, Researcher will submit to the First Nation an outline of all major aspects of the Project, along with a timeline for completion of each step in the Project.

18. Prior to conducting interviews with members of the First Nation, Researcher will ensure that the appropriate consents have been obtained from each person.

Intellectual Property: Storage

19. All information gathered during the Project, in whatever form, is and remains the sole property of the First Nation, and no storage of, dissemination of, or other use of the information is permitted, except as provided herein.

20. Researcher is given a limited licence to use, maintain, store, duplicate, and utilize the information secured during this Project for the purpose of maintaining continuity of the Project during the Project Period. Should the Researcher wish to use the information secured during this Project for projects or research beyond the scope of this Project, prior written permission will be sought from the First Nation.

Intellectual Property: Dissemination

21. Information collected under this Project may only be disseminated on consent of the First Nation in writing.

22. Where the Researcher has interviewed an individual with respect to this Project, and intends to use that person’s name in any form of dissemination, as herein defined, Researcher will ensure that the consent of the individual for the use and/or dissemination of the information has been obtained in writing.

First Nation Policies

23. Researcher agrees to abide by the applicable First Nation policy(s), which policy(s) may be amended from time to time during the term of this Agreement at the sole discretion of the First Nation. Where a policy is deemed to be applicable to this Project, a copy will be provided to Researcher on or before execution of this Agreement.

Part IV - Termination of Agreement

24. Without prejudice to any other rights, the First Nation may terminate this Agreement by giving written notice to Researcher where Researcher fails to comply with the terms and conditions of this Agreement. Upon receipt of written notice as stipulated in this part, the Project will be considered at an end.

25. At the end of the Project Period, or in the event that the First Nation terminates this Agreement, Researcher will return all Intellectual Property materials to the First Nation, which materials will include, but not be limited to any and all video, audio, imaging, photographs, animations, written materials, computer disks and/or text collected or prepared for the purposes of the Research Project.

Part V - Notice

26. All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the First Nation, or to Researcher, or if sent by mail, addressed as follows:

The Lutsel K'e Dene First Nation at Box 28, Lutsel K'e, NT, X0E 1A0

AND

Researcher at _____

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED)	
in the presence of:)	
)	
_____)	_____
as to the signature of:)	
)	
)	
_____)	_____
as to the signature of:)	

